

## **15. CHANGES IN WORK**

- 15.1** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- A. Unit bid prices previously approved.
  - B. An agreed lump sum.
  - C. The actual cost of:
    - 1) Labor, including foremen;
    - 2) Materials entering permanently into the work;
    - 3) The County's or rental cost of construction equipment during the time of use on the extra work;
    - 4) Power and consumable supplies for the operation of power equipment;
    - 5) Insurance;
    - 6) Social Security and old age and unemployment contributions.
  - D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed 10% of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

## **16. EXTRAS**

- 16.1** Without invalidating the Contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Architect/Engineer, acting officially for the County, and the price is stated in such order.

## **17. INSPECTION OF SERVICES**

- 17.1** The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as the Contract requires.
- 17.2** The County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.
- 17.3** If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

**17.4** If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.

**17.5** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the Contract for default.

## **18. CORRECTION OF WORK**

**18.1** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer/County shall be equitable.

## **19. WARRANTY OF CONSTRUCTION**

**19.1** In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

**19.2** This warranty shall continue for a period of one year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the County takes possession.

**19.3** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

- 19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- 19.5 The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8 In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10 This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

## **20. SUBSURFACE CONDITIONS FOUND DIFFERENT**

- 20.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/Engineer/County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

## **21. CLAIMS FOR EXTRA COST**

- 21.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish

satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

## **22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

**22.1** Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any

of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

### **22.2 Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor.

## **23. ASSIGNMENTS**

**23.1** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work called for in this Contract.

## **24. MUTUAL RESPONSIBILITY OF CONTRACTORS**

**24.1** If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the

County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

## **25. SEPARATE CONTRACT**

- 25.1** The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

## **26. ARCHITECT/ENGINEER'S AUTHORITY**

- 26.1** The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.
- 26.2** The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall be adjusted and determined by the Architect/Engineer/County.

## **27. STATED ALLOWANCES**

- 27.1** It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

## **28. USE OF PREMISES AND REMOVAL OF DEBRIS**

**28.1** The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

## **29. QUANTITIES OF ESTIMATE**

**29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **30. LANDS AND RIGHTS-OF-WAY**

**30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

## **31. GENERAL GUARANTY**

**31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year

from the date of final acceptance of the work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

## **32. PROTECTION OF LIVES AND HEALTH**

- 32.1** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

## **33. INTEREST OF MEMBER**

- 33.1** No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

## **34. OTHER PROHIBITED INTERESTS**

- 34.1** No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

## **35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY**

- 35.1** The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:
- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
  - B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
  - C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

## ATTACHMENT A

### BID SHEETS

ATTACHMENT A  
MICK RICH CONSTRUCTION

IFB# 2019-0108-PW/KE

**BID SHEETS**  
**IFB 2019-0108-PW/KE**  
**CONSTRUCTION SERVICES FOR THE NEW APPROXIMATELY**  
**5,400 SQ.FT. PUBLIC WORKS FACILITY EXPANSION ON PHASE II**

Please offer your best price for the work required for the construction of a new approximately 5,400 sq. ft. Property Control Facility, located within the Public Works Campus at 424 NM 599, Santa Fe County. The lump sum base bid must include pricing for materials, equipment, labor, travel, and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

<u>Item</u>	<u>Description</u>
1.	Construction services for the property Control Facility, located at 424 NM 599.

LUMP SUM BASE BID: \$ 1,435,700  
(WRITTEN IN NUMBERS)

LUMP SUM BASE BID: \$ one million four hundred thirty five thousand seven hundred  
(WRITTEN IN WORDS)

<u>Additive Alternate</u>	<u>Description</u>
#A1	Provide and install the addition of a roof structure for the Vehicle Storage Shelter as indicated by the drawings and specifications, on the Concrete foundation with anchor bolts, (which are a part of the base bid).

LUMP SUM ADDITIVE ALTERNATE #1: \$ 177,000  
(WRITTEN IN NUMBERS)

LUMP SUM ADDITIVE ALTERNATE #1: \$ One Hundred Seventy Seven Thousand  
(WRITTEN IN WORDS)

*(Exclusive of NM GRT and other applicable taxes)*



## **ATTACHMENT B**

### **ADDENDA & MODIFICATIONS**

**EXHIBIT A**  
**PROJECT MANUAL**

## **EXHIBIT B**

### **TECHNICAL SPECIFICATIONS**

## EXHIBIT C

### LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL hereinafter called the "PRINCIPAL" and  
\_\_\_\_\_ as SURETY hereinafter called the "SURETY", are held and  
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE  
hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in  
the amount of \_\_\_\_\_ (\$ . ) dollars for the payment whereof  
PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated \_\_\_\_\_, 2019, with the  
COUNTY for the construction of a building at the County Property Control Facility, 424 NM599, in  
Santa Fe County, New Mexico, which must be constructed in accordance with drawings and  
specifications which contract is referenced and made a part hereof, and is hereinafter referred to as the  
"Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall  
promptly make payment to all claimants as hereinafter defined, for all labor and material used or  
reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a  
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for  
use in the performance of the Contract, labor and material being construed to include but not  
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or  
rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the  
COUNTY that every claimant as herein defined, who has not been paid in full before the  
expiration of a period of ninety (90) days after the date on which the last of such claimant's  
work or labor was done or performed, or materials were furnished by such claimant,  
prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and  
have execution thereof. The COUNTY shall not be liable for payment of any cost or  
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL,  
shall have written notice in the form of an sworn statement to the COUNTY and any  
one or both of the following: the PRINCIPAL or SURETY above named, within  
ninety (90) days after such said claim is made or suit filed, stating with substantial  
accuracy the amount claimed and the name of the party to whom the materials were  
furnished, or for whom the work or labor was done or performed.
  - b. Such notice shall be served by mailing the same by registered mail or certified mail,  
postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or  
SURETY, at any place where an office is regularly maintained by said COUNTY,

PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S Authorized New Mexico Agent

## EXHIBIT D

### PERFORMANCE BOND

(SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL hereinafter called the "CONTRACTOR" and \_\_\_\_\_, as SURETY

hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated \_\_\_\_\_, 2019, with the COUNTY for the construction of a building at the County Property Control Facility, 424 NM599, Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
  - (1) Complete the Contract in accordance with its terms and conditions, or
  - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S Authorized New Mexico Agent

## EXHIBIT E

### ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,  
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:  
ADDRESS:

PROJECT:

PROJECT NO:

PHONE NO.:

\_\_\_\_\_ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
Signed by Individual empowered to obligate Suppliers,  
Subcontractors or Sub-subcontractors

TITLE: \_\_\_\_\_

**EXHIBIT F**

**CERTIFICATE OF LIABILITY INSURANCE**

## EXHIBIT G

### NOTICE OF CONTRACT AWARD

**TO:**

**FROM:** \_\_\_\_\_, Public Works Department

**CONTRACT NO.** \_\_\_\_\_

**This is to inform that you that you have been awarded the Contract for:**

**Project Name:** \_\_\_\_\_

**Date of Award** \_\_\_\_\_ **Amount of Award** \_\_\_\_\_

**Contractor Information:**

**Firm Name:** \_\_\_\_\_ **License#** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**It is anticipated that construction will take place:**

**Approximate Starting Date:** \_\_\_\_\_ **Approximate Completion Date:** \_\_\_\_\_

Santa Fe County hereby accepts your offer on the solicitation No. \_\_\_\_\_ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

**SANTA FE COUNTY**

**Name of Public Works Director or designee:** \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

## EXHIBIT H

### NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

IFB NO. 2019-0108-PW/KE

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion \_\_\_\_\_ calendar days thereafter, which shall be \_\_\_\_\_, 2019, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER:

Santa Fe County

SFC \_\_\_\_\_ DEPARTMENT

By: \_\_\_\_\_

Director, SFC Department

# EXHIBIT I

## CHANGE ORDER

PROJECT:

CONTRACTOR  
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:

Contractor e-mail:

ENGINEER'S/ARCHITECT'S PROJECT NO:

---

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

---

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

---

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.  
Signature of the Contractor indicates its agreement herewith, including any adjustment in the Contract sum or Contract Time.

---

Contract sum	\$0.00
Net change by previously authorized Change Orders	\$0.00
Contract sum will be increased/decreased/unchanged by this Chang Order in the amount	\$0.00
Contract sum including this Change Order	\$0.00

The Contract Time will be increased/decreased/unchanged by \_\_\_\_ days.

The date of Substantial Completion as of the date of this Change Order therefore is: \_\_\_\_\_

**CHANGE ORDER SIGNATURE PAGE**

**APPROVED**

**SANTA FE COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Date: \_\_\_\_\_

R. Bruce Frederick  
County Attorney

Finance Department:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Stephanie S. Clarke  
Finance Director

**CONTRACTOR**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ARCHITECT/ENGINEER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT J

### CERTIFICATE OF SUBSTANTIAL COMPLETION

**SANTA FE COUNTY – Public Works Department**

**Public Works Director or designee (name):** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**Contractor Purchase Order Number:** \_\_\_\_\_

**ARCHITECT/ENGINEER:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Contract Date:** \_\_\_\_\_

**Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within \_\_\_\_ days from date of receipt from Architect/Engineer.

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Accepted by Santa Fe County**

\_\_\_\_\_  
Signature (Public Works Director or Designee)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Inspected/Concurrence Architect/Engineer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**PUNCH LIST**

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by \_\_\_\_\_

(Date)

The punch list consists of \_\_\_\_\_(indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as \_\_\_\_\_ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)



**Santa Fe County**  
**Purchasing Process Request Form**

<b>Date Submitted:</b>	9-28-2018	<b>Requesting User Agency:</b>	PW Projects Division
<b>Name &amp; Phone of Contact Person:</b>	Ron Sandoval 505-992-9863		
<b>Contract Tracking #/Buyer (Purchasing)</b>	2019-0108-PW	<b>BCC Approval? (Y/N)</b>	Y

**AGENCY REQUEST:** (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency needs and the scope of work. Describe what you are attempting to purchase, obtain or accomplish. Attach additional sheets if necessary.

**IFB – Construction of the Property Control Facility located within the Public Works Campus, 424 NM 599, Santa Fe, NM.**

Ron Sandoval, Project Manager III with the Santa Fe County Public Works – Projects Division is requesting bids for a licensed contractor to construct the Property Control Facility - located at 424 NM 599 within the Public Works Campus in Santa Fe, NM. The Work includes the following, but is not limited to: Selective demolition of existing exterior improvements, Site Grading for Building Slab/Foundation and Site Drainage. Concrete Foundations and Site Paving (Concrete and Asphaltic). An approximate 5,400sq. /ft. Metal Building Structure, Metal Decking, and Structural Stud Framing. Wood Blocking. Thermal Insulation, Metal Wall Panels, TPO Roofing, Sealants. Hollow Metal Doors and Frames, Aluminum Storefront, Overhead Coiling Door, Hardware, and Glazing. Interior Framing with Gypsum Board, Acoustical Ceiling Tile, VCT, Vinyl Accessories', and Painting. Signage, Toilet Compartments, Fire Extinguishers, and Metal Locker. Plumbing, HVAC Equipment with Ductwork, Electrical, Fire Alarm and Communications work.

Estimated Construction Cost: \$ 1,500,000.00 exclusive of GRT

**PURCHASING STATUS:**

**FINANCIAL / BUDGETARY INFORMATION:** (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

Project Estimate for Construction (MACC) - \$ 1,500,000.00  
Project GRT @ 8.4375% - \$ 126,526.50

**Project Total - \$1,626,562.50**

Fund Source: 313-6208-481-8002 Amount: \$1,789,219.00

Project Budget Total Available: \$1,789,219.00

**Total Available For This Project: \$1,789,219.00**

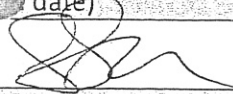
**LEGAL FORM:** (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

**LEGAL APPROVAL:** (sign and date)

1-10-19 ROJ approved as for [unclear]. [unclear] [unclear]

FINANCE DIRECTOR APPROVAL: (sign  date)

1/17/19



BCC MEETING DATE

COUNTY MANAGER APPROVAL: (sign and date)

**ATTACH NEEDED DOCUMENTS** (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))

PURCHASE REQUISITION NBR: 0000192829

STATUS: REQ-APRVL >\$10000

REASON: PUBLIC WORKS FACILITY EXPANSION PHASE 2

SUGGESTED VENDOR: TBD

REQUISITION BY: LGRIEGO

DATE: 10/04/18

SHIP TO LOCATION: PROJECT DELIVERY/PW

DELIVER BY DATE: 6/30/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1 RONSANDOVAL IS REQUESTING-  
CONSTRUCTION OF THE NEW APPROX. 5,400 SQ FT  
PW FACILITY EXPANSION PHASE 2

COMMODITY:

SUBCOMMOD: MISC

2 NMGR 8.4375%

COMMODITY:

SUBCOMMOD: MISC

REQUISITION TOTAL: 1626562.50

APPROVAL

BUDGET ONLY

*[Signature]*  
Date: 11/7/18

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	31362084818001	CAPITAL PURCHASES BUILDINGS & STRUCTURES	100.00	1500000.00
2	31362084818001	CAPITAL PURCHASES BUILDINGS & STRUCTURES	100.00	126562.50
				1626562.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Signatures are for authorization to process a purchase order from a requisition or a purchase order change order. All signatures must be present and signed by the individual. Void processing if the signatures are not signed by the individual.

Requested By:	Date:
<i>[Signature]</i>	11-06-18
Created by:	Date:
<i>[Signature]</i>	11/5/18
Director Approval & Verification that all signatures are accounted for & approval for processing	

**SANTA FE COUNTY**  
INTERNAL PURCHASE REQUISITION (IPR)

FY-2019

Ship To Code		DEPARTMENT / DIVISION :		PW - Projects Division		FUND - COST CENTER-ACTIVITY:		313-6200-481-8002	
Enter address if different than Ship To Code Address Above		The Following Items to be Used On/At (Location):		Property Control Facility		REQUISITION NUMBER:			
SANTA FE COUNTY		VENDOR #		VENDOR INFORMATION		REQUESTOR / REQUESTED BY:		VENDOR INFORMATION	
ATTN: For the construction of the Property Control Facility		Name:		1st Quote (If Applicable)		2nd Quote (If Applicable)		3rd Quote (If Applicable)	
located at the Public Works Campus		Address 1:		TBD					
SANTA FE, NM		City, State, Zip:							
Enter Zip:		Contact / Phone:							
DESCRIPTION		Contact / Phone:							
Line No	Note Unit Type Cost: Each, Dozen, Box, Pair, Pkg, etc.	LINE ITEM	Unit Cost	Qty Cost per Item	# Items	AMOUNT	Unit Cost	Qty Cost per Item	# Items
1	For the construction of the new approximate 5,400 sq. /ft. Property Control Facility			\$1,500,000.00	1	\$ 1,500,000.00			
	NMGRT @ 8.4375%			\$126,562.50	1	\$ 126,562.50			
						#VALUE!			
						#VALUE!			
						#VALUE!			
						#VALUE!			
						#VALUE!			
						#VALUE!			
						#VALUE!			
						\$ -			
				SUBTOTAL		\$ 1,626,562.50			
				SHIPPING/HANDLING					
				TAX (Services Only)					
				TOTAL CHARGES		\$ 1,626,562.00			
<p><b>Notes / Comments:</b></p> <p><i>M. de la Cruz</i> 9-27-18</p>									
REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.						DATE SUBMITTED TO REQ CREATOR			
Date Completed by Requestor:						Date: 9/27/2018			
						Creator Name:			

Santa Fe County - Property Control Facility

CD Estimate - With NMGR

(From Construction Documents Set Dated December 1, 2017)

June 28, 2018



General Conditions		\$	108,700
GC Contingency	5%	\$	70,000
Demolition		\$	1,000
Earthwork		\$	36,300
Paving		\$	108,500
Striping, Wheel Stops & Signs		\$	3,350
Radon Barrier Allowance		\$	16,500
Sitework Concrete, Light Pedastals & Rip Rap		\$	62,500
Structural Concrete & Reinforcement		\$	147,500
Rough Carpentry		\$	3,850
Finish Carpentry		\$	1,000
Architectural Woodwork		\$	22,800
Damproofing and Rigid Insulation		\$	2,900
Batt Insulation & Blown-in Insulation		\$	27,300
Roofing Downspouts, Coving		\$	71,000
Metal Wall Panels & EIFS			
Joint Sealers and Fire Stopping		\$	18,500
Commercial Doors, Frames & Hardware		\$	39,000
Entrances/Windows, Glazing & Skylights		\$	16,500
Coiling Overhead Door		\$	5,600
Metal Studs & Gypsum Board		\$	93,500
Parge buiding perimeter		\$	1,650
Porcelain Tile Restroom Flooring and Base		\$	20,500
Acoustical Ceilings		\$	7,400
Painting		\$	18,700
Seal Concrete Floors		\$	10,200
Fire Protection Specialties		\$	500
Signs		\$	400
Bath Specialties, Lockers, & Toilet Compartments		\$	8,800
Window Treatment		\$	2,150
Entrance Mats		\$	1,900
Pre-Engineered Metal Building		\$	170,000
Fire Protection		\$	21,800
Plumbing and Site Utilities		\$	117,700
Mechanical		\$	40,500
Electrical		\$	120,000
Site Utilities (Included with Plumbing Price)			
8000 Gal Cistern (Included with Plumbing Price)			
Landscaping		\$	11,000
Direct Cost of Construction		\$	1,409,500
Bond		\$	42,000
Permit Fee		\$	7,900
Plan Check Fee		\$	5,900
Subtotal		\$	1,465,300
Contractor's Overhead & Profit	8%	\$	117,224
Subtotal		\$	1,582,524
NMGR	8.4375%	\$	133,525
Estimated Bid Price including tax		\$	1,716,049
MACC		\$	1,416,000
Variance		\$	(300,049)

Additional Items - (Includes 8% O&P, NMGR)		
Add/Alternate for Metal Canopy in Parking Areas	\$	118,139
Estimated total with Metal Canopy included	\$	1,834,188

313-7122-481-8002

**FUND -COST CENTER-ACTIVITY:**

**Ship To Code**

DEPARTMENT / DIVISION:

**The Following Items to be Used On/At (Location):**

Enter address if different than Ship To Code Address Above

SANTA FE COUNTY

ATTN: Design Services for

separating out the water line extension drawings into a separate bid packet.

SANTA FE, NM

Enter Zip:

DESCRIPTION

**No** **Note Unit Type Cost:** Each, Dozen, Box, Pair, Pkg, etc.

Requested By:

# 1 Engineer Services

2 | GRT @ 8.4375%

Notes / Comments:

11-05-2018  
Mr. David

REQUESTOR CERTIFIES THIS REQUEST HAS BEEN  
PROCURED AT THE BEST OBTAINABLE PRICE.

Date Completed by Requestor:

DATE SUBMITTED TO REQ CREATOR

Date: 10/25/2018

Creator Name:



